

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Appleton Papers Inc.		06/11/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bear Stearns Corporate Lending Inc.
Street Address:	383 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10179
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Registration Number:	1197836	A
Registration Number:	1197835	A APPLETON PAPERS INC.
Registration Number:	1896202	ACOLITE
Registration Number:	2084804	APPLETON PAPERS
Registration Number:	2545022	ASCENT
Registration Number:	920717	ASCOT
Registration Number:	909125	CHAUCER
Registration Number:	1429195	CONFI-SCAN
Registration Number:	1433800	CRYSTIN
Registration Number:	1989113	DOCUCHECK
Registration Number:	2037533	DOCUCHECK
Registration Number:	2155258	DOCUCHECK BASIC
Registration Number:	2243637	DOCUCHECK CUSTOM
Registration Number:	2200097	DOCUCHECK SAFETY
Registration Number:	2155259	DOCUCHECK WATERMARK

TRADEMARK

REEL: 002882 FRAME: 0899

900009706

OP \$1115.00 1197836

Registration Number:	2019512	E
Registration Number:	2556953	ECARBONLESS
Registration Number:	1995462	ECOGUARD
Registration Number:	1380343	ELLINGTON
Registration Number:	1063290	EVE
Serial Number:	78432653	INSTANT REPLAY
Registration Number:	1587789	INTEGRA
Registration Number:	1526859	JAZZ
Registration Number:	2093635	LASERSNAP
Registration Number:	2261571	LUCENCE
Registration Number:	1590869	OPTIMA
Registration Number:	2086442	
Registration Number:	1542493	POLYTHERM
Registration Number:	1665465	RECOVER
Registration Number:	1685781	RECOVER
Registration Number:	1328453	RUSKIN
Registration Number:	1856253	SECURATHERM
Registration Number:	1639052	SPRINT
Registration Number:	1970067	SUPERTUFF
Registration Number:	1981668	E THE SEAL OF EXCELLENCE.
Registration Number:	2137772	TONERFUSE
Registration Number:	2022561	ULTIMARK
Registration Number:	1278952	WALLCHOICE
Registration Number:	2051395	WAVEX
Registration Number:	1743930	XERO/FORM
Serial Number:	78367122	DOCUMARK
Registration Number:	2757017	TECHMARK
Registration Number:	2802815	WHAT IDEAS CAN DO
Registration Number:	2112800	

CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-2276

Email: KSolomon@stblaw.com

Correspondent Name: Alison J. Dow, Esq.

Address Line 1:	Simpson Thacher & Bartlett LLP
Address Line 2:	425 Lexington Avenue
Address Line 4:	New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	009350/0221
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NAME OF SUBMITTER:	Kimberly Solomon
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Total Attachments: 8	
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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of June 11, 2004 is made by Appleton Papers Inc., a Delaware Corporation (the "Borrower"), in favor of Bear Stearns Corporate Lending Inc., a Delaware corporation, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of June 11, 2004 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Paperweight Development Corp., a Wisconsin corporation ("Holdings"), Rose Holdings Limited, a company organized under the laws of the United Kingdom, the Lenders, Bear Stearns & Co. Inc. and UBS Securities LLC, as joint lead arrangers and joint bookrunners (in such capacity, the "Arrangers"), UBS Loan Finance LLC, as syndication agent (in such capacity, the "Syndication Agent"), Associated Bank, National Association, LaSalle Bank National Association and US Bank, National Association, each as documentation agent (in such capacity, the "Documentation Agents") and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Guarantee and Collateral Agreement, dated as of June 11, 2004 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

Grant of Security Interest. Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

Purpose. This Agreement has been executed and delivered by Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

Acknowledgment. Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

APPLETON PAPERS INC.

By: 

Name: Dale E. Parker

Title: Chief Financial officer

BEAR STEARNS CORPORATE LENDING INC.
as Administrative Agent for the Lenders

By: _____

Name:

Title:

Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

APPLETON PAPERS INC.

By: _____

Name:

Title:

BEAR STEARNS CORPORATE LENDING INC.
as Administrative Agent for the Lenders

By:  _____

Name:

Title:

KEITH C. BARNISH
EXECUTIVE VICE PRESIDENT

STATE OF New York)
) ss
 COUNTY OF New York)


On the 11 day of June, 2004, before me personally came Dale E. Parker, who is personally known to me to be the Chief Financial Officer of Appleton Papers Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Chief Financial Officer in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Elisa Jillson
 Notary Public
 ELISA JILLSON
 NOTARY PUBLIC, State of New York
 No. 0116098150
 Qualified in New York County
 Commission Expires September 2, 2007

(PLACE STAMP AND SEAL ABOVE)

STATE OF New York)
) ss
COUNTY OF New) York

On the 10th day of June, 2004, before me personally came Keith C. Barnish, who is personally known to me to be the Executive Vice President of Bear Stearns Corporate Lending Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Executive Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.


 Notary Public **MATTHEW TABAS**
NOTARY PUBLIC, State of New York
 No. 05766038347
 Qualified in New York County
 Commission Expires September 8, 2007
 (PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
<u>A AND DESIGN</u>	<u>1,197,836</u>
<u>APPLETON PAPERS INC. A AND DESIGN</u>	<u>1,197,835</u>
<u>ACOLITE</u>	<u>1,896,202</u>
<u>APPLETON PAPERS AND DESIGN</u>	<u>2,084,804</u>
<u>ASCENT</u>	<u>2,545,022</u>
<u>ASCOT</u>	<u>920,717</u>
<u>CHAUCE</u>	<u>909,125</u>
<u>CONFI-SCAN</u>	<u>1,429,195</u>
<u>CRYSTIN</u>	<u>1,433,800</u>
<u>DOCUCHECK</u>	<u>1,989,113</u>
<u>DOCUCHECK AND DESIGN</u>	<u>2,037,533</u>
<u>DOCUCHECK BASIC</u>	<u>2,155,258</u>
<u>DOCUCHECK CUSTOM</u>	<u>2,243,637</u>
<u>DOCUCHECK SAFETY</u>	<u>2,200,097</u>
<u>DOCUCHECK WATERMARK</u>	<u>2,155,259</u>
<u>E AND DESIGN</u>	<u>2,019,512</u>
<u>ECARBONLESS</u>	<u>2,556,953</u>
<u>ECOGUARD</u>	<u>1,995,462</u>
<u>ELLINGTON</u>	<u>1,380,343</u>
<u>EVE</u>	<u>1,063,290</u>
<u>INSTANT REPLAY</u>	<u>78/432653</u>

<u>INTEGRA</u>	<u>1,587,789</u>
<u>JAZZ</u>	<u>1,526,859</u>
<u>LASERSNAP</u>	<u>2,093,635</u>
<u>LUCENCE</u>	<u>2,261,571</u>
<u>OPTIMA</u>	<u>1,590,869</u>
<u>DESIGN ONLY</u>	<u>2,086,442</u>
<u>POLYTHERM</u>	<u>1,542,493</u>
<u>RECOVER</u>	<u>1,665,465</u>
<u>RECOVER</u>	<u>1,685,781</u>
<u>RUSKIN</u>	<u>1,328,453</u>
<u>SECURATHERM</u>	<u>1,856,253</u>
<u>SPRINT</u>	<u>1,639,052</u>
<u>SUPERTUFF</u>	<u>1,970,067</u>
<u>E THE SEAL OF EXCELLENCE AND DESIGN</u>	<u>1,981,668</u>
<u>TONERFUSE</u>	<u>2,137,772</u>
<u>ULTIMARK</u>	<u>2,022,561</u>
<u>WALLCHOICE</u>	<u>1,278,952</u>
<u>DESIGN ONLY</u>	<u>2,112,800</u>
<u>WAVEX</u>	<u>2,051,395</u>
<u>XERO/FORM</u>	<u>1,743,930</u>
<u>DOCUMARK</u>	<u>78/367,122</u>
<u>TECHMARK</u>	<u>2,757,017</u>
<u>WHAT IDEAS CAN DO</u>	<u>2,802,815</u>